

**This Instrument was prepared by:**

Charles R. Gardner  
Gardner, Wadsworth, Duggar, Bist & Wiener, P.A.  
1300 Thomaswood Drive  
Tallahassee, Florida 32308

**AGREEMENT IMPOSING COVENANTS AND RESTRICTIONS  
ON REAL PROPERTY IN LEON COUNTY, FLORIDA**

THIS AGREEMENT IMPOSING COVENANTS AND RESTRICTIONS ON REAL PROPERTY IN LEON COUNTY, FLORIDA is entered into this \_\_\_\_ day of September, 2003, by and between **CENTERVILLE PROPERTIES, LTD.**, a Florida limited partnership, whose mailing address is 1200 Riverplace Blvd., Jacksonville, Florida 32207 (hereinafter referred to as "Declarant"), **LEON COUNTY**, a political subdivision of the State of Florida, whose mailing address is 301 South Monroe Street, Tallahassee, Florida 32301 (hereinafter referred to as the "County"), and the **CITY OF TALLAHASSEE**, a Florida municipal corporation, whose mailing address is 300 South Adams Street, Tallahassee, Florida 32301 (hereinafter referred to as the "City").

**BACKGROUND INFORMATION**

The Declarant is the current owner of three (3) separate but contiguous parcels of real property located in Leon County, Florida, which are currently identified by Leon County Property Appraiser Tax ID Numbers as follows:

Parcel A: 15-17-20-224-0000;  
Parcel B: 15-20-20-034-0000; and  
Parcel C: 15-19-20-001-0010.

Parcel A, Parcel B, and Parcel C are hereinafter collectively referred to as the "Property" and are described by metes and bounds on the attached **Exhibit "A"** which is incorporated herein by this reference.

Parcel C is, and has been, classified as land use designation *Urban Fringe* under the Tallahassee-Leon County Comprehensive Plan.

On January 31, 2003, the Declarant filed an Application to amend the Tallahassee-Leon County Comprehensive Plan land use designation for Parcel A and Parcel B from *Rural* to *Urban Fringe*. Throughout the review process, the Declarant represented that it intends to develop the Property as a *Conservation Subdivision* limited to 200 single-family residential lots with at least 50% of the approximately 975 total acres comprising the Property ownership being classified as "open space" which will be protected and restricted by restrictive covenants and a perpetual conservation easement or easements. With these representations, the Application received a

favorable recommendation (with conditions) by the Tallahassee-Leon County Planning Commission.

On June 12, 2003, at a joint meeting (ie the transmittal hearing) of the City of Tallahassee City Commission and the Leon County Board of County Commissioners, the Application received a favorable vote (with conditions) and it was transmitted to the State of Florida, Department of Community Affairs for review consistent with Chapter 163, Florida Statutes (2002).

In addition to the restrictions and covenants contained in this document, additional restrictive covenants will be imposed on the Property as and when the Declarant has accomplished all the regulatory approvals for the subdivision. However, it is to the interest, benefit and advantage of the Declarant to impose these initial restrictive covenants and restrictions on the Property. Consequently, the Declarant is imposing these restrictive covenants and restrictions on the Property.

#### STATEMENT OF CONSIDERATION

For and in consideration of the foregoing and of the benefits to be derived by the Declarant, the Declarant does hereby set up, establish, promulgate, and declare the following covenants, restrictions, obligations, and conditions to apply to the Property and to all persons subsequently owning any portion of the Property.

#### COVENANTS, RESTRICTIONS, OBLIGATIONS, AND CONDITIONS

1. These covenants and restrictions shall become effective upon the recordation of this Declaration of Restrictive Covenants in the Public Records of Leon County, Florida and shall run with the land and shall be binding upon the Declarant and the Declarant's successors, assigns, grantees and transferees derailing title from and through Declarant.
2. The Property shall be used only for single-family residential uses.
3. The Property shall be limited to 200 single-family residential lots.
4. At least fifty percent (50%) of the Property shall be placed in permanent open space. The term "open space" shall be defined in the PUD document later adopted by the Leon County Board of County Commissioners when and if the Property is rezoned as Planned Unit Development. In order for the Property to be developed, it shall be required to be rezoned as a Planned Unit Development.
5. In order to assure compliance with the terms and conditions of paragraphs 2, 3, and 4 above, there shall be no piecemeal design and development of the Property. In other words, the Property shall be master-planned as a whole and not as three (3) separate parcels. Until the Property has been rezoned as a Planned Unit Development or these restrictions and covenants have been terminated in accordance with paragraph

9 below, no portion of the Property shall be conveyed without the prior written consent of the County.

6. This Declaration shall be governed in all respects under the laws of the State of Florida.

7. These restrictive covenants may be enforced by the Leon County Board of County Commissioners, and shall not be removed from the Property without the prior written consent of said Board by a majority vote.

8. In the event the Property, or any portion of it, is later annexed into the City of Tallahassee, these restrictive covenants may be enforced by the City Commission of the City of Tallahassee, and shall not be removed from the Property without the prior written consent of said Commission by a majority vote.

9. The above covenants, restrictions, obligations, and conditions shall run with the title to the Property so long as Parcel A and Parcel B are, or either of them is, classified by land use designation *Urban Fringe* under the Tallahassee-Leon County Comprehensive Plan. In the event both Parcel A and Parcel B may later be redesignated as *Rural* under the Comprehensive Plan, the above covenants, restrictions, obligations, and conditions shall automatically terminate.

IN WITNESS WHEREOF, the Declarant and the County have caused this Agreement Imposing Covenants and Restrictions on Real Property in Leon County, Florida to be executed as of the day and year first above written.

WITNESSES:

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

Centerville Properties, Ltd.,  
a Florida limited partnership  
By: Centerville Properties, L.L.C.,  
Its General Partner  
By: Rock Creek Advisors, Inc.,  
Its: Manager

By: \_\_\_\_\_  
James H. Dahl  
Its: President

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Leon County, a political subdivision  
of the State of Florida

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

City of Tallahassee,  
a Florida municipal corporation

\_\_\_\_\_  
Print name: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
September, 2003, by \_\_\_\_\_, as \_\_\_\_\_ of Leon  
County, a political subdivision of the State of Florida, on behalf of said political  
subdivision.

☐ He/She is personally known to me; or  
☐ He/She has produced his/her \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2003, by James H. Dahl as President of Rock Creek Advisors, Inc., a Florida corporation, the Manager of Centerville Properties, L.L.C., a Florida corporation, the General Partner of Centerville Properties, Ltd., a Florida limited partnership, on behalf of the corporation, limited liability company, a limited partnership.

☐ He is personally known to me; or

☐ He has produced his \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of September, 2003, by \_\_\_\_\_, as \_\_\_\_\_ of City of Tallahassee, a Florida municipal corporation, on behalf of said municipal corporation.

☐ He/She is personally known to me; or

☐ He/She has produced his/her \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: